and maliciously and by certain false statements persuaded The Times Printing Co. to break an advertising contract with the plaintiffs. *Held,* the communications having been made in good faith and without malice were privileged. *Fahey et al.* v. *Shafer et al.,* (Wash., 1917), 167 Pac. 1118.

The principal case lays down the rule that where a communication is prompted by a duty to the public or to a third person or is made touching a matter in which the party making it has an *interest* to a party having a *corresponding interest,* it is privileged if made in good faith and without malice. NEWELL, LIBEL AND SLANDER, (2 Ed.), p. 391. The defendants' interest is shown in that the appellants' advertisements were a direct attack upon their business methods. The interest of the advertising manager lay in the necessity of treating all patrons of their advertising columns fairly. In both cases the corresponding interest was a pecuniary interest, the questionable advertising having the tendency to affect directly both parties to their financial detriment. In England the doctrine of interest has been expanded to such an extent that a friend may confidentially advise a lady not to marry a suitor provided he really believes in the truth of the statements he makes. *Todd* v. *Hawkins,* 2 M. & Rob. 20. The rule then in England is that the actual interest need only be on one side. *Adams* v. *Coleridge,* 1 Times L. R. 84. In *Herver* v. *Dowson,* Buller N. P. 8 the defendant warned his friend confidentially against trading with the plaintiff saying that he would soon be bankrupt. No malice having been found the court held that the communication was privileged. This case goes much farther than the principal case in that there is no *corresponding interest* to be found, the interest being really all on one side. But in *"The Count Joannes"* v. *Bennett,* 5 Allen (Mass.) 169, it was held that a letter written by a pastor as a friend, containing libellous matter against her future husband, cannot be justified on the ground of privilege, the actual interest being all on one side. Written information by a mercantile agency to its subscribers given voluntarily or in answer to their inquiries is privileged. *Locke* v. *Bradstreet Co.,* 22 Fed. 771. The conduct of a member of a Board of Trade is a matter of public interest and may form the subject of privileged communications. *Atkinson* v. *Detroit Free Press Co.,* 46 Mich. 341. Where one person seeks information from another as to the credit of a third, the communication is privileged. *Fahr* v. *Hayes,* 50 N. J. L. 275. The distinction between this case and the Dowson case (*supra*) is that in the latter case the communication was made voluntarily. These cases illustrate the various applications of the doctrine of interest both in America and in England. It seems that the principal case would clearly fall within the rules laid down in either country.

MORTGAGES—FORECLOSURE—EFFECT.—The first and second mortgages on A's land were foreclosed by advertisement and sale, presumably in inverse order. The third mortgagee redeemed from one of these sales and took an assignment of the certificate of purchase under the other. He secured sheriff's deeds for both. He now seeks to recover in a personal action for the debt originally secured by his third mortgage. The trial court found the land of sufficient value to pay all three mortgages. *Held,* that the mortgagee's

debt was satisfied by merger of his lien in the estate redeemed. *Miller* v. *Little* (N. D. 1917), 164 N. W. 19.

Sprague v. *Martin,* 29 Minn. 226; *Work* v. *Braun,* 19 S. D. 437, *accord; Emmet's Adm'rs.* v. *Bradstreet,* 20 Wend. 50; *Van Horne* v. *McLaren,* 8 Paige 285 *contra.* It is elementary that the effect of foreclosure is to cut off all subsequent liens. This the North Dakota Code in effect provides. See CODE 1905, Sec. 7467. Consequently there could be no merger of the lien extinguished by foreclosure, with the title which arose from the foreclosure. The two interests were not coincident but consecutive. The better theory for the result contended for in this case is laid down in *Sprague* v. *Martin, supra.* The object of the redemption statute is to make the land bring its utmost value as far as creditors will voluntarily apply it in satisfaction of their debts. To accomplish this the foreclosure sale is held in suspense for a period during which a junior leinor may take over the rights of the purchaser and hold them, first for reimbursement of the redemption money, second, for satisfaction of his debt, to the extent of the value of the land. In other words, the junior lienor is a privileged bidder on the foreclosure sale, entitled to come in after the hammer has fallen and bid "the last bid plus the value of the excess value of the land, if any, up to the amount of my debt". If such redemptioner is not redeemed by another, he takes the title which would have gone to the original purchaser. But, as the amount of his bid is indefinite, the effect of the transactions upon his debt depends upon the value of the land, a matter which is the proper subject of proof whenever the question may arise, as it does when he sues upon his debt. To this extent the proceeding takes on the aspect of a strict foreclosure. The opposite conclusion has been reached by the New York Courts in the cases *supra,* they adhering both at law and in equity to a literal interpretation of the statute which gives the redemptioner the same title as the purchaser thus cutting off his lien and leaving his debt unsatisfied. While the Minnesota doctrine is in effect an enlargement of the statute it is a very satisfactory interpretation of the legislative intent.

NEGLIGENCE—FALLING OF A CORNICE—LIABILITY OF OCCUPIER.—Plaintiff, a news vender went to the home of defendant to collect for papers delivered during the preceding week. While standing on the steps, he was injured by the falling of a projecting cement cornice. At the trial, plaintiff admitted that defendant did not know of the defect and that the premises were apparently in good repair. *Held,* defendant was not liable. Plaintiff should have given some evidence to show what precautions are usual and proper for occupiers of houses with projecting cornices and that defendant failed to take them. *Pritchard* v. *Peto,* [1917], 2 K. B. 173.

In this case the court refused to apply the doctrine of *res ipsa loquitur* and based its decision upon the rule that an invitee is entitled to expect an occupier to use reasonable care to prevent damages from unusual dangers of which he knows or ought to know. *Indermaur* v. *Dames,* 36 L. J. C. P. 181. There can be little doubt that the plaintiff is correctly classified as an invitee. An invited person is one who has either an express invitation from the occu-